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IN THE

# Supreme Court of the United States

OCTOBER TERM, 1968

No. 594

LEGAL INTEGRITY PRESERVATION SOCIETY, INC., and HENRY G. BARTSCH, *Petitioners,*

v.

EUGENE X. MURPHY, REX K. NELSON and MARY V. BOWES, *Respondents.*

**PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE DISTRICT OF COLUMBIA CIRCUIT**

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## PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE DISTRICT OF COLUMBIA CIRCUIT

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The Petitioners pray that a Writ of Certiorari be issued to review a Judgment entered July 3, 1968, and Rehearing Denied August 5, 1968, by the United States Court of Appeals for the District of Columbia Circuit.

### CITATIONS TO OPINIONS BELOW

The Opinion and Judgment Order of the District Court is printed in Appendix A hereto, *infra,* p. 1a. The Opinion and Judgment of the Court of Appeals is printed in Appendix B hereto, *infra*, p. 11a. The Petition for Rehearing is printed in Appendix C hereto,

*infra,* p. 14a. The Order of the Court of Appeals denying the Appellants' Petition for Rehearing is printed in Appendix D hereto, *infra,* p. 21a. The Opinions and Judgments are unreported.

## JURISDICTION

The Judgment of the Court of Appeals was entered on July 3, 1968 (R. 29-30). A timely petition for rehearing was denied August 5, 1968. The jurisdiction of the Supreme Court is invoked under 28 U.S.C. 1254(1).

## QUESTIONS PRESENTED

1. Whether as a matter of District of Columbia law, the death, testate, of a contracting purchaser of District of Columbia real estate tolls the time for performance of his contract until a representative of the estate is commissioned by the Probate Court, *or* whether the contracting seller, with notice of the death, may treat the deceased's down payment as forfeited upon expiration of the contract-specified time for performance, and convey to another.

2. Whether a lawyer (*who had filed a declaratory judgment claim on behalf of a client in the United States District Court for the District of Columbia and who thereafter, under the Rules of that Court, consented to the Court's dismissal of his client's claim without prejudice to its reinstatement*) is subject to dismissal of his cause for champerty when as *pro se* he subsequently undertakes to relitigate that unadjudicated claim at his own cost and expense, as consideration for his client's grant to him of an *option* to purchase the property in question.

3. Whether, as a matter of procedural law in the District of Columbia, a defendants' Motion for Dismissal of the cause of the plaintiff for champerty must be presented to, and clear through, the Bar Association; and whether the refusal, on this ground, of a United States District Judge to entertain such motion and permit supporting evidence to be adduced in Court, is a denial of due process within the contemplation of the Fifth Amendment of the Constitution of the United States.

4. Whether the *per curiam* Opinion and Judgment of the Court of Appeals entered July 3, 1968 in this cause is sound in law, fact and effect.

## CONSTITUTIONAL PROVISIONS INVOLVED

Fifth Amendment to the Constitution of the United States-

> "* * * no person shall * * * be deprived of * * * property, without due process of law; * * * *".

## STATEMENT OF THE CASE

Eugene X. Murphy and Rex K. Nelson are members of the Bar of the United States District Court for the District of Columbia who practice law as the partnership "Murphy and Nelson". This Civil Action was filed by them on May 12, 1966 as plaintiffs *pro se.* Their complaint asked that the District Court grant *them* an Order "declaring the Defendant Mary V. Bowes to be the sole and lawful owner of 126 C Street, N.W., Washington, D. C." The petitioner Henry G. Bartsch and his quit claim grantee, the Legal Integrity Preservation Society, Inc., were named as co-defendants.

Jurisdiction of the District Court was assumed under the District of Columbia Code, Title 11, Section 521.

The Complaint of Murphy and Nelson predicated their standing to sue upon "a contract" they alleged to have been "entered into" on or about May *13,* 1968, the day after they filed suit. To their complaint Murphy and Nelson annexed an "Exhibit C", representing it to be a "copy" of their Sales Contract agreement with Mary V. Bowes. "Exhibit C" is *not* a copy of Murphy and Nelson's agreement with Mary V. Bowes; The *real* agreement with Mary V. Bowes provided:

> "In the event buyer cannot establish clear title in the name of seller, the deposit is to be refunded".

The only copies of the *real* agreement with Mary V. Bowes were unavailable as a part of the record on appeal until *April 23, 1968,* two days before argument of the case in the Court of Appeals. They had been removed from the District Court files by Murphy and Nelson, and it took an Order of the Court of Appeals to get Murphy and Nelson to put them back.

In July 1963, in Civil Action No. 1639-63 of the same District Court, wherein Henry G. Bartsch had sought a declaratory judgment that *he, on June 26, 1963 had no present ownership whatever in 126 C Street, N.W.,* Murphy and Nelson had, as attorneys of Mary V. Bowes, demanded a counterclaim judgment "declaring her to be the sole and lawful owner of Lot 19 in Square 574, known as 126 C Street, N.W., in the District of Columbia." They never withdrew as Bowes' attorneys in that proceeding, but permitted the action and the Bowes counterclaim to be dismissed by the Court, January 20, 1964, for want of prosecution.

Thirty days later, on February 20, 1964, Mary V. Bowes was found guilty of failing to make municipally required repairs to 126 C Street, N.W., and was given a small suspended fine. The repairs required were substantial, and failure to proceed to make them would have brought new proceedings and a heavy fine or imprisonment for non-compliance with the Municipal Order. Mary Bowes was without funds to make the repairs. More than this, the taxes and First Trust note installments were in arrears as usual, and the trustees were again threatening to foreclose.

Jacob Wall, for whom the Society had performed yeoman service and who had advanced a number of the payments on the Deed of Trust Note in 1962-1963, was prevailed upon to assume the obligation. In return for his prospective assumption of the mortgage debt, taxes and municipally-required repairs, Mary Bowes on February 20, 1964 surrendered her unrecorded 1950 deed and executed an option agreement, drafted and witnessed by Henry Bartsch, under which the foreclosure and razing of 126 C Street, N. W., would be averted and the respective interests of the Society, Wall and Mary Bowes would be established and protected to the relief and contentment of everyone involved.

Under the provisions of the February 20, 1964 agreement, Jacob Wall and others acting for the Legal Integrity Preservation Society, paid off the entire balance on the Deed of Trust Note amounting to more than $1,500.00, as well as the 1963-1964 and 1965 realty taxes and fire insurance premiums.

The February 20, 1964 agreement provided that if Jacob Wall, his heirs or assigns, did not during the

following year exercise the option to purchase 126 C Street, N. W. for $20,000 *net* to her, Mary V. Bowes would repay Jacob Wall all such sums as he had expended under his agreement.

Jacob Wall did not formally tender the $20,000 to Mary Bowes—and Mary Bowes did not repay, *but on September 3, 1965, pursuant to the option agreement,* Wall, through his attorney, Jack Olender, gave *Mary V. Bowes' attorney Michael Ritz, Jr., $2,000 to be applied as down payment on the purchase of 126 C Street, N. W., settlement to be made all cash, in sixty days. The price was $21,500 in the contract that was then signed by Bowes,* which, allowing for the recoverable credit due Wall under the February 20, 1964 agreement, was roughly the same as $20,000 *net* to her.

Twenty-seven days later, October 1, 1965, Jacob Wall died. His will of May 5, 1965 filed for probate October 26, 1965, provided-

> 12. I give, devise, and bequeath from my interest, or the proceeds of my interest in the premises known as 126 C Street, North West, Washington, D.C. the amount of $5,000 to Henry G. Bartsch."

Jacob Wall's total investment (note payments, taxes, insurance and repairs) in 126 C Street up to the time of his demise amounted to less than $5,000. The three Executors nominated in his will renounced, the last in January 1966.

On the morning of April 27, 1966, Henry Bartsch and Wilma A. Miller, President and Secretary-Treasurer of The Legal Integrity Preservation Society, Inc., were informed by Rex K. Nelson and his partner Eugene X. Murphy (Mary V. Bowes' attorneys of record in Civil Action 1639-63) that she did not intend

to abide by her contract of September 3, 1965, and that they, Murphy and Nelson, were taking the property over for themselves.

Though they denied it at trial April 11, 1967, Eugene X. Murphy and Rex K. Nelson were well informed of the interest of Jacob Wall in this property; of his will of May 5, 1965 and its provision "12" devising that interest to Henry G. Bartsch; of the filing of that will on October 26, 1965 for probate in that District Court's Administration No. 116,909; of the renunciation of the will-nominated executors; and of the resulting temporary disability of the Estate. At the hearing of their Motion for Summary Judgment before the Honorable Judge Alexander Holtzoff September 28, 1966, six months earlier, Rex K. Nelson stated in response to interrogation:

> The Court: Why didn't she (Mary V. Bowes) record the deed all this time?
>
> Mr. Nelson: I asked her that same question many times, Your Honor, and I advised her to do so. She said that her relationship with Mr. Bartsch had been on a faithfully trust basis and she saw no need to do so.
>
> * * *
>
> [9] The Court: But since this controversy arose why didn't she record the deed?
>
> Mr. Nelson: She said she didn't see any necessity of it because of the good relationship.
>
> The Court: I should think that the plaintiffs would want to have the deed recorded before they would take a conveyance.
>
> Mr. Nelson: Beg pardon?
>
> The Court: I should think the plaintiffs would insist on having the deed recorded before they entered into a contract to buy.
>
> Mr. Nelson: That was what we wanted done. However in the meantime, this deed—I had ceased

representing Mrs. Bowes and she thereupon was represented by Mr. Ritz, who is here today. The deed went from Mr. Bartsch in some fashion to a Mr. Wall, Jacob Wall, who was contemplating the purchase of this same property and who left a will—

* * *

[10] Mr. Nelson: Anyway, when we got around to purchasing the property we found this deed in the decedent Wall's lock box out in Hillcrest Heights, and the people named as executors renounced their rights and refused to go forward because there were no assets in the estate."

There yet being no Probate Court commissioned representative with authority to undertake the contract in Wall's stead, the Legal Integrity Preservation Society acted to protect itself in its rights, including the devise of Jacob Wall's will, by putting on record, April 29, 1966, a quit claim deed to 126 C Street from Henry G. Bartsch, its President and devisee of Jacob Wall.

Murphy and Nelson had advised Henry Bartsch and Wilma Miller on April 27, that Mary Bowes had another attorney, Michael Ritz, Jr., in the Washington Building. At noon, Friday, April 29, 1966, Henry Bartsch called upon Ritz and the situation was discussed in all its aspects. The meeting was cordial; Ritz and Bartsch were total strangers at the time. Ritz testified about his then-made offer, at trial April 11, 1967:

Redirect Examination (pp. 387-8)

By Mr. Bartsch:

"Q. I believe you testified earlier, Mr. Ritz, that you offered a quit claim deed from Mrs. Bowes for the sum of $20,000?

"A. Correct.

"Q. Yet you had been instrumental in having Mrs. Bowes give a warranty deed for $21,000. Why the difference?

"A. Mr. Bartsch, how could she have given you a warranty deed when you had conveyed all your interest to her?

"Q. But you said I had no interest.

"A. You had conveyed by the deed we are fighting over today. How could I have given you a warranty deed back from Mrs. Bowes?

"Q. If that's your answer, that's all right with me.

"A. I agreed to give you a quit claim deed for her interest in the property, and you were apparently satisfied because you said you were going to have Miss Miller bring in $20,000.

"Q. All right. Now, did we not discuss and had you not been advised of Jacob Wall's interest in this property by Jack Olender?

"A. I negotiated a contract to sell this property to Jacob Wall.

"Q. And the reason that it was to be a quit claim deed was that you had assumed no responsibility if Jacob Wall's estate had some interest in this property. That is what you told me at the time.

"A. No.

"Mr. Bartsch: I will testify to that then.

Ritz then testified that after "* * * you (Bartsch) reneged on your promise to pay $20,000, I mailed them (Murphy and Nelson) the contract." As to the $500 recited consideration, Ritz testified, "I deposited it in my account and I assume it went back to them."

The record subsequently established that Michael Ritz *cashed* the check at Murphy and Nelson's bank on June 28, 1966, *six weeks after the suit was filed.*

The record also subsequently revealed that the "contract" was a mere *option*, without monetary consideration. On its "*back*" it provided-

> "3. In the event buyer cannot establish clear title in the name of seller, deposit is to be refunded."

Thus, the only *actual* consideration for the Murphy and Nelson option (upon which they predicated their standing to file suit against Henry G. Bartsch and the Society) was their agreement to do so in their own names and at their own cost and expense, admitted by Rex K. Nelson at trial.

On or about May 10, 1966, Michael Ritz gave Murphy and Nelson the option to purchase 126 C Street from Mary V. Bowes with instructions to file this suit against Henry G. Bartsch and the Legal Integrity Preservation Society, Inc. At trial, Eugene X. Murphy on his certificate as an Officer of the Court, astonishingly represented that he knew nothing of the interest of Jacob Wall in the property when he filed the suit. His partner Rex K. Nelson went further; he testified *on oath*, in response to questioning by Bartsch-

> Q. Didn't you say (April 27, 1966) that you wanted to know where I could be served so you could sue me?
>
> A. Oh, No. There wasn't any reason to sue you. Why should I?

The answer is of record in the Court of Appeals. (R. 11, p. 2, 3) (R. 25) (R. 31, p. 5) Also of record for judicial noticing, is the fact that neither Michael Ritz, Jr., Eugene X. Murphy nor Rex K. Nelson deny the genuinity of this letter found in the files of the

District of Columbia Board for Condemnation of Insanitary Buildings:

April 22, 1966

"Dear Mr. Mattingly:

"Re 126 C Street, N. W.

"I trust this will be the last extension I shall have to request regarding the property as *I today prepared a contract for the sale of the property to Mr. Rex Nelson and Mr. Eugene Murphy,* two local lawyers who plan to restore the property for use as their offices.

"However, since we have had no success in amicably placing record ownership in Mrs. Bowes, my client, the legal owner, it may be *necessary to establish title by litigation against the record owner. This, Mr. Nelson and Mr. Murphy have agreed to do.*

"I regret very much the need to continue requesting extensions, *but I am sure you can appreciate the difficulty we had to overcome in establishing Mrs. Bowes,* the true owner, as the owner of record. (Emphasis added.)

Sincerely,

MICHAEL RITZ, JR."

The respondents' lack of lawful standing to sue was raised by the Petitioners' Answers to the Complaint; condemned as champerty at Pre Trial; and urged as ground for summary disposition by Motion to Dismiss made at Trial. The Trial Judge ruled on the Motion *in haec verba*:

"Take your complaints about actions of attorneys to the Bar Association, not to this Court. * * * It

will come to the Court in due course if and when the complaint (to the Bar Association) is upheld."

To this ruling the petitioner Henry G. Bartsch was granted an exception.

The District Court gave judgment to the plaintiffs (Appendix A) on the basis of sixteen (16) findings of fact and four (4) conclusions of law. The question of champerty was not therein adjudicated.

Henry G. Bartsch and the Legal Integrity Preservation Society took separate appeals to the United States Court of Appeals for the District of Columbia Circuit. By Order of Court, the appeals were consolidated.

The appeals were argued April 25, 1968; seven and one-half minutes were accorded each appellant.

On July 3, 1968 the appeal of The Legal Integrity Preservation Society, Inc., was dismissed; the judgment of the District Court against Henry G. Bartsch was affirmed. (Appendix B)

A Petition for Rehearing (Appendix C) on the question of champerty and deception of the District Court was denied August 5, 1968 (Appendix D)

Petitioners seek review of the District Court's Findings of Fact, Conclusions of Law, and Judgment of the Court of Appeals, Affirming the District Court Judgment as to Henry G. Bartsch, Dismissing the Appeal as to the Legal Integrity Preservation Society, Inc., and Denying the Petition for Rehearing on the issue of champerty and deception of the District Court.

## REASONS FOR GRANTING THE WRIT

### The Decision Below Is in Conflict With the Decisions of This Court and Other Appellate Courts

The Court of Appeals for the District of Columbia Circuit, in refusing to consider the fundamental question presented to it on appeal in this cause has in effect abrogated a principle of the law of the District of Columbia approved by this Court in *Peck* v. *Heurich,* 167 U.S. 624 (1897) and since (1944) respected in *Jamison Coal & Coke Company* v. *Goltra,* 143 F. 2d 889 (CCA-8) cert. denied, 323 U.S. 769, 89 L. Ed. 615, 65 S. Ct. 122.

In the case here at bar, the plaintiffs *pro se* have sued the same defendant for the same declaratory judgment which they in 1963 sought by Counterclaim in the same Court, as attorney for *Mary V. Bowes.* Their standing to sue in the complaint filed May 12, 1966 in this cause was predicated solely upon a "contract" which was nothing more than an option to purchase; the deposit being expressly refundable. (Provision No. 3 on back of plaintiff's trial exhibits Nos. 1 and 2 of "Supplemental record of District Court" filed and transmitted to the Court of Appeals April 23, 1968). The sole consideration for this option to purchase the land was the plaintiff's agreement to bring litigation against the holder of the record title (Petitioner Henry G. Bartsch) in an attempt to clear title at their own cost and expense. (pp. 353, 390, Transcript of Trial April 11, 1967)

(The counterclaim of Murphy and Nelson filed in a prior Civil Action No. 1639-63 on July 16, 1963 and dismissed without prejudice January 20, 1964, for want of prosecution, is available for judicial noticing, it

being a part of the deposition of Rex K. Nelson taken June 27, 1968 and transmitted as a part of the Original Record of the District Court.

**The Refusal of the District Court To Entertain the Motion To Dismiss on the Ground of Champerty Denied the Petitioner Henry G. Bartsch the Due Process of Law Vouchsafed by the Fifth Amendment of the U. S. Constitution**

There is nothing in the Federal Rules of Civil Procedure, nor in the Local Rules of the District Court for the District of Columbia, which imposes upon a defendant in a Civil Action the requirement to present and clear with the Bar Association a Plea in Bar of Champerty which is recognized as a part of the Law of the District of Columbia. The District Judge was duty bound to pass upon the question and was without authority *pro hac vice* to delegate that judicial duty to the Bar Association.

The Judgment of the Court of Appeals that the Judgment of the District Court was not *clearly* erroneous in this particular is itself *clearly* erroneous and should be revised.

**The Decision of the District Court, as Sustained by the Court of Appeals, Is Contrary to the Prevailing Rule in Other Jurisdictions**

It is the rule in most jurisdictions that contracts do not die with the contractor to effect a forfeiture against an Estate pending administration, unless it is expressly so provided in the contract.

*J. Vance Horning, Special Adm. Estate of Theron E. Horning* v. *Ladd.*

(Dist. Ct. of Appeals, Second Dist. Div. 1, California. February 24, 1958)

157 Cal. 2d 806, 321 P. 2d 795

In the case at bar, *Mary V. Bowes* declared forfeit a $2,000 down payment on a $21,500 real estate transaction and conveyed the property to her former (or present) "attorneys" Murphy and Nelson *during the period of the Estate's disability either to perform, or to enjoin performance to another.* At the time of the Bowes' deed of conveyance June 28, 1966, there was an application for Letters of Administration c.t.a. pending in No. 116,909, Estate of Jacob Wall, deceased, in the same District Court, but the administrator-applicant had not yet been commissioned.

Petitioners believe that the question of law, apparently never before decided in the jurisdiction of the District of Columbia, is of substantial public and professional interest, and can be readily decided in the case at bar as a collateral matter. That the petitioners Henry G. Bartsch and the Legal Integrity Preservation Society have sufficient status to be proper parties in this matter in their own names, is, it is submitted, well grounded in the law.

*Beck* v. *Reynolds Metals Co.* (CCA-7, 1947) 163 F. 2d 870, 871

*McCulloch* v. *Canadian Pac. Ry. Co.*, 53 F. Supp. 534, 542 (Dist. Ct. D. Minn. 4th Div.) (1943)

**The Court of Appeals Erred in Its Adjudication That the Findings of Fact, Conclusions of Law and Judgment of the District Court Were Not Clearly Erroneous—**

The District Court's Finding "11", that "*on April 12, 1966,* the plaintiffs entered into a written agreement with Mary V: Bowes to purchase the property (126 C Street, N. W.)" is *clearly* erroneous because there is *not one scintilla* of evidence to support this finding.

*To the contrary* the evidence is *conclusive* that Ritz *mailed* Mary V. Bowes' sale-acceptance "*11 days after April 29, 1966.*"

The error *is material,* because the *record* shows that the "contract" of Murphy and Nelson was not entered into *before* notice of Jacob Wall's interest was reported to Murphy and Nelson not only by Henry Bartsch on *April 27, 1966,* but by Bowes' attorney, Michael Ritz Jr.

**The Correspondingly Numbered Conclusions of Law Entered May 5, 1967 in This Cause Are Deemed Clearly Erroneous:**

(2) While the time for performance of Bowes' contract of September 3, 1965 was tolled until a representative of the Estate of Jacob Wall was commissioned by the Court in Administration No. 116,909, Mary V. Bowes *could not legally* convey her interest in the property to Rex Nelson and Eugene Murphy.

(3) Bartsch as a donee-beneficiary of Jacob Wall had a judicially recognizable subrogated contract claim against the property.

(4) The plaintiffs were champertors ineligible for aid of the District Court.

**Petitioners Pray Review of This Case Under the Concepts and Practice Proclaimed in**

*Knauer* v. *United States,* 328 U.S. 654, *657*
and
*Hazel Atlas Co.* v. *Hartford Co.,* 322 U.S. 238, *246, 249, 251*

More is in contest here than a small row house at the foot of Capitol Hill. On trial is the *practical* integrity of the Canons of the American Bar.

## CONCLUSION

For these valid and varied reasons this Petition for a Writ of Certiorari should be granted.

Respectfully submitted,

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